

MEDICAL CONSULTATION SERVICES AGREEMENT

This Agreement is between the Montana Public Employees' Retirement Board (the Board) and Dr. Dean L. Gregg, Ph.D., (the Contractor). In consideration of the mutual promises set out below, the parties agree as follows:

Section I. Objective/Purpose

The purpose of this Agreement is to provide the Montana Public Employee Retirement Administration (MPERA) and the Board with medical consultation services to be used in making disability determinations.

Section II. Services To Be Provided

A. The Contractor shall provide the following services:

1. Review medical records/information for members requesting medical disability status as provided by statute and review the status of members currently receiving a medical disability.
2. Provide an independent opinion as to the medical condition of the applicant in relation to the job description and essential job functions.
3. Recommend any additional tests or examinations to be performed or analysis or information to be provided by another medical expert.
4. Provide medical testimony, as requested by MPERA or the Board for contested case proceedings. Testimony may include in-person testimony and teleconference testimony for deposition, at administrative hearing or in a court of law. Testimony may require work with MPERA personnel for proper preparation. Preparation for and attendance at events requiring testimony will be paid at the hourly contract rate for the entire preparation and attendance time, provided that time is reasonable under the circumstances.

B. Standard of Care: The Contractor's performance on all services, obligations and responsibilities under this Agreement will be in a manner that is consistent with that degree of care and skill ordinarily exercised by members of the medical profession currently practicing under similar circumstances.

C. Provision of records: MPERA agrees to provide the Contractor with all medical records, and any other pertinent information and documents necessary for the Contractor to make an individual medical determination.

D. Determinations are advisory: The Contractor's determinations are advisory only and are not binding on MPERA or the Board.

Section III. Term of Agreement

This Agreement is effective from July 1, 2015 through June 30, 2017.

- Site Consultation services shall be provided by the Contractor at the Public Employees' Retirement Administration, 100 North Park, Suite 200, Helena, Montana, or as necessary for testimony and preparation.
- Time Medical reviews shall be performed on an as-needed basis as requested by MPERA. Time of testimony and preparation will be as necessary.
- Liaison All contact with MPERA will be through the MPERA Disability Examiner or Member Services Bureau Chief, except preparation for testimony, which will be with MPERA legal counsel.

Section IV. Type of Contract

This is a Consultant Services Agreement and this document contains the entire agreement between the parties. The services rendered by Contractor are personal. The Contractor is considered an independent contractor and is not an employee of the State of Montana, the Board, or MPERA. Contractor is not entitled to liability insurance or other coverage under the State of Montana, the Board or MPERA policies and no deductions from the payments under this Agreement will be made for Federal or State income tax, FICA (social security), retirement, unemployment insurance or workers' compensation premiums. These shall remain the responsibility of the Contractor.

Section V. Remuneration

MPERA will pay the Contractor: \$130 per hour of consultation for services rendered to MPERA and the Board. Total payments to the Contractor over \$1200 per calendar month must be agreed upon prior to performances of services. Payment will be made within thirty days after the Board receives the monthly billing from the Contractor.

Section VI. Required Professional Liability Insurance

The Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of at least \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor. Contractor's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. If "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided both: (1) the commencement date of the contract does not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by MPERA. Contractor must notify

MPERA immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. MPERA reserves the right to require complete copies of insurance policies at all times.

Section VII. Review of Work

MPERA shall have the right to inspect the work in progress. The inspection will not be so frequent nor so extensive as to hinder the progress of the Contractor in fulfilling the terms of this Agreement. If needed, further itemization or clarification of specific objectives in Sections I and II will be accomplished through discussion between the Contractor and the liaison or designated representative and will be memorialized in writing.

Section VIII. Termination

It is agreed either party may terminate this Agreement by giving written notice to the other party 60 days prior to termination.

Section IX. Jurisdiction/Applicable Law

Jurisdiction for any action to enforce or interpret this Agreement is the First Judicial District Court, Lewis and Clark County, Montana. This Agreement shall be interpreted and enforced according to the laws of Montana. Each party shall pay their own costs and attorneys' fees

Section X. Records

The Contractor agrees the Legislative Auditor and the Legislative Fiscal Analyst shall have access to all records, financial data and supporting documentation regarding the performance of this Agreement.

Section XI. Assignment, Transfer and Subcontracting

This Agreement shall not be enlarged, modified, altered, assigned, transferred or subcontracted except upon written amendment signed by all parties to this Agreement. No statement, promise or inducement made by either party not contained in this Agreement is valid or binding.

Section XII. Equal Employment Opportunity

No part of this Agreement shall be performed in a manner which discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

Section XIII. Fair Labor Standards

The parties agree they will comply with all applicable Federal and State wage and hour rules, statutes, regulations, and fair labor standards.

Section XV. Confidentiality

The Contractor agrees, in accordance with relevant laws, regulations and policies, to protect the confidentiality of any material and information concerning an applicant for or recipient of a disability retirement benefit.

Dr. Dean L. Gregg, Ph.D. Date Tax ID #: _____

Scott E. Moore, President Date Dore Schwinden, Executive Director Date
Public Employees' Retirement Board Public Employee Retirement Administration

Approved for Legal Content:

Katherine E. Talley, Legal Counsel
Public Employee Retirement Administration